

SERVICES COMMITTEE MEETING

Tuesday, October 15, 2019

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES
2. COMMITTEE APPLICATIONS
3. CITIZEN INITIATIVES
4. INFORMATION CONCERNING TOWN MANAGER SEARCH
5. UNFINISHED BUSINESS
 - a. Kiwanis Civic Center
 - i. Building Condition
 - ii. Building Management
 - iii. Building Use Agreement
 - b. Marina dredging
 - c. City of Bangor "snow dump"
 - d. Post office lease
 - e. Western Ave. stormwater and parking project
6. NEW BUSINESS
 - a. Snowmobile trail rescue unit discussion – *requested by Councilor Wilde*
7. FUTURE OF TOWN FACILITIES
8. STAFF UPDATES
9. PUBLIC COMMENTS
10. MANAGER COMMENTS
11. COMMITTEE MEMBER COMMENTS
12. ADJOURN

Item 1

**Town of Hampden
SERVICES COMMITTEE MEETING**

Monday, September 9, 2019

6:00 P.M.

HAMPDEN TOWN OFFICE

AGENDA

Attending:

*Councilor Marble
Councilor McAvoy
Councilor Wright
Councilor Ryder
Councilor Jarvi
Mayor McPike*

*Interim Manager Paula Scott
Rec. Director Shelley Abbot
CEO Jared LeBarnes*

1. Call to Order – *Councilor Marble called the meeting to order at 6:10 p.m.*
2. Approval of Minutes – 08-12-2019 – *Councilor Wright made a motion to approve, seconded by Mayor McPike. Brought to vote, motion passes with one in opposition. 5-1*
3. Committee Applications & Citizen Initiatives – *None*
4. Unfinished Business
 - a. Kiwanis Civic Center
 - i. Building Condition - *Manager Scott informed committee members that when she asked code to look at the building, it was to be treated as a normal inspection with recommendations the same as any other person or entity would receive. CEO LeBarnes spoke to deficiencies in the foundation and discussed his report and photos. Councilors discussed various ways the foundation can possibly be remedied. Committee consensus to have Plymouth Engineering look at the foundation and internal drain system and give us a report on what needs to be done for a 5-year lifespan. (No formal vote)*
 - ii. Building Management – *legal opinion pending*
 - iii. Building Use Agreement draft – *Manager Scott spoke about the draft room use agreement modeled after RSU's. She also spoke about room use and rental agreements she was familiar with from another municipality and will provide samples. Discussed the need for users to have insurance certificates naming the Town as additional insured. This can be further developed upon receipt of legal opinion on building management by a volunteer.*

Town of Hampden
SERVICES COMMITTEE MEETING

- b. Marina dredging – *Committee members discussed contacting other municipalities that have done dredging, as follows: Blue Hill, Searsport, and Brewer.*
- c. City of Bangor “snow dump” – *no new information*
- d. Post office lease – *Has been sent to attorney for legal opinion, no information at this time.*

5. New Business

- a. Recommend request for the expenditure of an amount up to \$1,300 from Library Reserve account (3-763-00) for the purpose of repairing the fire escape to meet code requirements – *requested by Debbie Lozito, Library Director – Councilor Wright made a motion, seconded by Councilor Jarvi, to recommend the expenditure of up to \$1,300 from Library reserve to repair the fire escape to meet code requirements. Unanimous, 6-0*
- b. Recommend request for the expenditure of \$7,500 from Recreation Reserve (3-767-00) for the purpose of paying Plymouth Engineering for final engineering for the permitted portion of the Western Avenue Parking & Stormwater project – *Councilor Ryder made a motion, seconded by Councilor Wright, to recommend the expenditure of \$7,500 from Rec Reserve to pay for final engineering of the permitted portion of the Western Avenue Parking & Stormwater project. – Unanimous, 6-0*

6. Staff Updates - *None*

7. Public Comments – *None*

8. Committee Member Comments – *None*

9. Adjourn – *With no further business, the meeting adjourned at 6:45 p.m.*

Respectfully submitted,

Paula A. Scott, CCM
Town Clerk

**Memorandum**

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: October 15, 2019
RE: Kiwanis Building

The use of the Kiwanis Civic Center building by groups and organizations that are not Town departments, boards or committees has been a topic of discussion that remains on-going.

As directed by the Services Committee at the August meeting, the use of a volunteer to coordinate building activities with using organizations was a concern and one which the Committee asked for a legal opinion on. Following this memo, you will find my question and Attorney Michael Lichtenstein's response. In a nutshell, there are no legal ramifications in using a volunteer as long as we have an agreement in place outlining his/her responsibilities and duties, and a prohibition against signing any building use agreements. This is similar to what we are subject to by the RSU when volunteers coordinate with the school for building use as the RSU requires the signatories to be Recreation staff.

As mentioned at the September 9th Services Committee meeting, other towns and cities often allow groups and organizations to utilize municipal spaces by way of room use or building use agreements and contracts. Some municipalities charge a nominal fee, some only require a deposit refunded upon inspection that the building has been cleaned and is undamaged, some differentiate between for-profit and non-profit organizations. I have included in this packet a sample room use agreement and room rental contract for the Newport Cultural Center, which houses the Newport Public Library and the Historical Society Museum. In the case of the NCC, room rental agreements and fees were charged to any organization that was outside of a group of charitable, civic and non-profit organizations in the town and even the region. These groups were considered partners of the Town and the NCC in service to the community giving back to the town in many ways. I can see the potential for something similar with regard to the Kiwanis Civic Center (and the waiver of fees) for most of the groups that are currently operating out of the facility. I can also see the potential for "soft" advertising for the building to be used (for a fee) by other groups that are not necessarily benevolent to the Town but whose rental income might help to offset heating expenses while in use.

Once we determine what has to be done to rectify the physical needs of the building, whether or not the Town wants to fund those needs, and how to fund them if desired, the next logical step is to decide how we want to proceed with

regard to use of the building. It would be then that I would recommend developing a policy and contract similar to that which is in use by the NCC and the RSU, respectively. Those policies could easily be transferred to a new facility such as a Community Center.



Paula Scott <clerk@hampdenmaine.gov>

Hampden - Use of town owned building

4 messages

Legal Services Department <legal@memun.org>

Thu, Sep 5, 2019 at 4:39 PM

To: Paula Scott <clerk@hampdenmaine.gov>

MMA Legal Services has received your inquiry. It has been assigned to one of our attorneys, who will respond as soon as possible. Our response time may vary depending on the volume of inquiries, the nature and complexity of your inquiry, and current staffing. We appreciate your understanding and cooperation.

If you have a specific deadline, please let us know.

Thank you.

Regards,

Jackie Kresser, Administrative Assistant
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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From: Paula Scott [mailto:clerk@hampdenmaine.gov]
Sent: Thursday, September 05, 2019 4:06 PM
To: Legal Services Department <legal@memun.org>
Subject: Hampden - Use of town owned building

Good afternoon,

Many years ago the Kiwanis turned their building over to the town and it was accepted by that council. Kiwanis has continued to operate out of it, via lease, paying all expenses. Two years ago, they came to the town stating they were a dying organization with no real membership (dues) or fund raising capacity in which to fund heating expenses. The Town agreed that since Kiwanis was a benevolent organization and since other non-profits were also using that space such as the Boy Scouts and Meals for Me, that we would take care of the heat. Now the Kiwanis has informed us that they will disband as an organization through the State this month. The former liaison between the Town and Kiwanis has volunteered to continue to be the contact person coordinating the other groups using the space as well as issuing the keys to those groups when needed. At this point, the question that Council would like to know is what the legal aspect of having a 3rd party, or a non-employee doing all of that is. Can you please give us a legal opinion?

Thank you,

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer

Town Clerk/Registrar of Voters

Town of Hampden

106 Western Avenue

Hampden, Maine 04444

Tel: (207) 862-3034

Fax: (207) 862-5067

Legal Services Department <legal@memun.org>
To: "clerk@hampdenmaine.gov" <clerk@hampdenmaine.gov>

Mon, Sep 9, 2019 at 4:54 PM

Paula,

Before I answer your question, I have two of my own. When you say that the Kiwanis "turned their building over" to the Town, do you mean that they donated it and conveyed title to the Town? And when you say that it was accepted by the Town Council, is there a provision in Hampden's Charter that permits the municipal officers to accept gifts of property to the Town, rather than the Town's legislative body? I looked at the Charter but did not see a provision that is on point.

Sincerely,

Michael Lichtenstein, Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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[Quoted text hidden]

Paula Scott <clerk@hampdenmaine.gov>
To: Legal Services Department <legal@memun.org>

Mon, Sep 9, 2019 at 5:42 PM

Hi Michael,

After asking our Assessor to research this, I realized that the deed we have was from the former SAD 22 to the Town, deeded to us sometime in 1969. I have no knowledge about how it came to be called the Kiwanis Civic Center, or how or why the Kiwanis first began operating out of it. All I know is that it has been this way for many, many years.

Regarding the legislative body, Sec. 205 of our charter states "all powers of the town shall be vested in the town council, which shall be the general legislative body..."

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer
Town Clerk/Registrar of Voters
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

[Quoted text hidden]

Legal Services Department <legal@memun.org>
To: "clerk@hampdenmaine.gov" <clerk@hampdenmaine.gov>

Tue, Sep 10, 2019 at 9:58 AM

Paula,

Given that the Charter establishes the Town Council as the legislative body, I think it is safe to conclude that the Town properly accepted the building, albeit from the former SAD 22 rather than the Kiwanis. That was my only real concern when I read your first email.

I think that it's fine for a volunteer to coordinate the schedule for the building and to hand off the key as necessary. I also think that it would be a good idea for the Town to draft a written policy for the building that lists the volunteer's responsibilities and limits their discretion to approve or deny access. If the Town decides to require a written agreement in order to use the building, then the volunteer should not be the person to sign the agreement on behalf of the Town, since a volunteer would not have the authority to bind the Town to a contract.

Finally, I think it is likely that the volunteer would be covered by the Maine Tort Claims Act, since he or she would be acting on behalf of the Town in an official capacity. Nevertheless, I would advise you to notify the Town's liability insurer of the arrangement, just to be safe.

[Quoted text hidden]

HAMPDEN KIWANIS HALL USE OF :

WEEKLY AGREED UPON USES ALREADY IN FORCE –

- ~ 1. **EACH WEEK ON MONDAY'S / QUILTING CLUB – FROM 6 – 9 PM.**
- 2. **ON THE SECOND MONDAY OF THE MONTH SENIOR CITIZEN MEALS – 10 am – 2 pm .**
- 3. **TUE EVENING'S EACH WEEK – CUB SCOUT'S (5 – 9 PM).**
- 4. **WED EVENING'S EACH WEEK – BOY SCOUT'S TROOP 41 (5 – 9 PM) .**
- 5. **THURSDAY EVENING'S – HAMPDEN KIWANIS MEETING'S (6 – 8 PM) .**
- 6. **THURSDAY DAY TIME – SENIOR CITIZEN LUNCHEON (10am – 1 pm) .**
- 7. **FRIDAY'S FROM MID OCT TO EARLY MAY – FARMERS MARKET (09am – 6 pm) .**
- 8. **FIRST Saturday EVENING OF THE MONTH – KIWANIS BEAN SUPPER (2 – 8 PM) .**
- ~9. **EVERY SUNDAY AFTERNOON / AA – (3 – 7 PM) .**



Community Room Policies and Regulations
Please call 368-5074 for more specific information.

In consideration of the right to use the facility, it is hereby agreed as follows:

1. **Hours of Availability:** Space is available for rental during our regular operating hours, or outside of those hours by request. Check with Newport Cultural Center (NCC) staff for current hours of operation.

2. **Fee Schedule:**

Community Room:

\$55.00/ hour during normal hours of operation

\$80.00/ hour after hours

Lander Room:

\$25.00/ hour during normal hours of operation

\$50.00/ hour after hours

(Newport non-profit fee structure as determined by the Board of Directors.)

3. **Room Capacity:** The community room capacity is 75 people.

4. **Event Attendance:** People attending the event are to be restricted to the area specified in the NCC room rental contract unless prior authorization is made.

5. **Deposit:** A \$100 deposit is required for all room rentals. The deposit will be refunded to the renter within 14 days of the rental date as long as all terms and agreements have been followed and there is no damage to the facility or property, as determined by the executive director.

6. **Reservation and Payment:** Room reservations will be made upon receipt of the \$100 deposit. Final payment is required a minimum of one week prior to the reservation date.

7. **Returned Checks:** There will be a \$35.00 returned check processing fee for any checks returned due to insufficient funds.

8. **Cancellations:** Cancellations must be made at least 7 days prior to the event to receive a full refund. Cancellations made fewer than 7 days prior to the event date will result in a 20% cancellation fee.

9. **Reasonable Use:** The renter agrees to comply with any reasonable regulation or requirement of the NCC with regard to the type of activities, hours of use, time, and clean up.

10. Responsibility: The renter assumes full financial responsibility for any and all loss or damage to the NCC's facility and property. The renter agrees to comply with any reasonable regulation or requirement of the NCC, and agrees to reimburse the NCC for repair or replacement (if repair is impractical) of damaged property.

11. Cleaning: The renter agrees to leave the facility in a clean and neat condition with chairs and other furniture returned to their original locations and trash bagged and placed in the proper area. If the NCC staff need to do any additional cleaning or other work after the event, the cost will be deducted from the deposit fee, and any balance billed to the renter.

12. Damages: The renter is liable to the NCC for any expense incurred in cleaning or repairing the premises, replacing property lost, or damages beyond repair when the expenses occurred during the use of the facility by the renter. The renter agrees to report promptly (within a maximum of 24 hours) to the NCC staff all incidents involving damage, loss of property, or injury to any person occurring during its use of the facility. The renter agrees to be fully responsible for all bodily injuries to third parties on the premises during its period of use or damage to the property of the third party and to indemnify and hold harmless NCC staff and the NCC Board of Directors from any and all loss resulting from claims of third parties arising out of its use of the facility.

13. Non Transferable Use: The renter cannot transfer the use agreement nor sublet its right of use to any other individual or group.

14. Substance Use: The renter agrees not to allow the use and/or possession of tobacco, illegal drugs or alcohol on NCC property. Exceptions regarding alcohol may be made for an organization/individual hiring a licensed/bonded vendor or by approval of the Board of Directors

15. Laws and Regulations: The renter further agrees to provide, when required, proper police protection and supervision at its expense during the time of its usage and to comply with all applicable laws and regulations in its conduct of activities on the premises.

16. Insurance: When required, the renter will furnish a certificate of insurance listing the NCC as the additional insured.

17. Catering Services: A certificate of insurance and written contract are required for any catering services. Catering staff are responsible for cleaning the kitchen and service areas following the event.

18. Contract: Renter will be required to sign an NCC room rental contract.

Revised 2018



Newport Cultural Center Room Rental Contract

All forms, deposit and payment are required to be submitted in advance of your event. Final payment is required a minimum of one week prior to your event. A \$100 security deposit is required in addition to the rental fee. If no damages occur, the security deposit will be refunded within 14 business days. Please make all checks payable to the Newport Cultural Center (NCC).

The Newport Cultural Center requires all individuals and organizations using the Center to abide by the community room policies and regulations.

Name: _____ Organization: _____ Date of Event: _____

Address: _____ Phone: _____ Email: _____

Date of application: _____ Type of event: _____ Event start and end time: _____

Approximate number of attendees, including presenters and staff: _____

Catering services (if applicable): _____ (A Caterer's Agreement must be completed by the caterer and renter and returned to the NCC along with caterer's proof of insurance, the signed rental contract and payment)

Certificate of insurance submitted (if applicable) _____

Room reserved:

Community Room _____ hours* at \$55 / \$80) per hour = _____ total rental fee

Lander Room _____ hours* at (\$25 / \$50) per hour = _____ total rental fee

*Please remember to include set-up and clean-up time in calculating the number of hours you need to reserve the space.

*Please submit a separate check for the refundable \$100 security deposit, payable to the NCC.

* Organizations may petition the NCC Board of Directors regarding room rental fees.

My signature below indicates that I have received a copy of the Newport Cultural Center's room rental policies. I have read, understand and agree to abide by the policies as the authorized renter and representative.

Name (please print) Title

Signature

Date

**Memorandum**

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: September 24, 2019
RE: Dredging

I have reached out to the Towns of Blue Hill and Searsport as well as Cianbro Corporation regarding information on dredging. The information I have received at this point is limited.

Cianbro did their own dredging with their own equipment and had nothing by way of cost that they could give me for comparison. Searsport has not returned my call, but I did receive an email from the Town of Blue Hill in response to my inquiry which follows this memo. I have attempted to contact the Army Corp to ask questions regarding a dredging study in an effort to try to determine a cost for budget purposes but have had no luck at this time. I will keep the Committee updated as information becomes available.



Paula Scott <clerk@hampdenmaine.gov>

RE: Form Submission - Town of Blue Hill - contact form - Dredging

2 messages

saptobluhill@gmail.com <saptobluhill@gmail.com>

Tue, Sep 24, 2019 at 7:57 AM

To: clerk@hampdenmaine.gov

Hi Paula,

The dredging project for Blue Hill is currently in the works. The assessment was done by the Army Corp of Engineers through a branch in Massachusetts. So far, the dredging study has been very expensive and we are currently working with the ACOE to

get the results. We have had several meetings with them, and due to some change over in staff, we have not been able to obtain any information they have gathered in their study. If you are interested, I could give you the name of the person at the ACOE office that we go through.

Unfortunately, I don't have any more information than that at this time, however, I will be sure to keep you posted.

Shawna

Shawna Ambrose | Town Administrator

Town of Blue Hill

Phone 207-374-2281 | Fax 207-374-9935

18 Union Street | Blue Hill, ME 04614

saptobluhill@gmail.com

townofbluehillmaine.org

From: Squarespace <no-reply@squarespace.info>

Sent: Monday, September 23, 2019 5:14 PM

To: saptobluhill@gmail.com

Subject: Form Submission - Town of Blue Hill - contact form - Dredging

Name: Paula Scott

Email Address: clerk@hampdenmaine.gov

Subject: Dredging

Message: Good evening, the Town of Hampden is going to have to dredge our shoreline near our marina and we heard that you recently had to do some dredging. I am wondering if that was coordinated by your Harbor Master, or your Public Works

Director?

(Sent via *Town of Blue Hill*)

Paula Scott <clerk@hampdenmaine.gov>
To: saptobluehill@gmail.com

Tue, Sep 24, 2019 at 8:13 AM

Shawna,

Thank you for the information. I would be interested in the name of the contact at ACOE if you don't mind. At this point, we don't have anything budgeted because we just learned this summer that we will need to do it so we will have to budget next year. But as we go along, I may have other questions for you.

Thanks again!

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer
Town Clerk/Registrar of Voters
Motor Vehicle Agent
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

[Quoted text hidden]

**Memorandum**

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: September 24, 2019
RE: Post Office lease

As you will see in the two email exchanges following this memo, I initially reached out to Attorney Grossman to determine the fate of the post office at the termination of the lease. After not hearing from her, I reached out to Attorney Bearor with the same question. Both attorneys subsequently responded and had the same opinion which is that the land, building and all improvements will revert to the Town at the conclusion of the lease.

At the request of Councilor Marble, a new standing item regarding Town facilities will be on all Services Committee agendas going forward. I expect that the future use of this building and improvements will become a large part of the discussion and not as a separate agenda item.



Paula Scott <clerk@hampdenmaine.gov>

Post Office lease

3 messages

Paula Scott <clerk@hampdenmaine.gov>

Fri, Aug 30, 2019 at 12:40 PM

To: "Edmond J. Bearor" <ebearor@rudmanwinchell.com>

Cc: "Lynn E. Brochu" <lbrochu@rudmanwinchell.com>

Ed,

Can you review this lease and tell me if the post office building and the land (which, I think we already own) will revert back to the town (#22) at the conclusion of the lease? It expires in 2021. I am trying to think ahead at the possibility of the town being able to use that building in the future for municipal purposes, especially since it is on our own campus, and we are busting at the seams.

Additionally, we own the former Kiwanis building (not worth much) and parking lot and parcel beside Irving's in the Town Center, so-called. If the post office building doesn't revert back to the town, do you see the possibility of an asset swap, supplemented by an amount - to be determined - as something that could be done? I brought my idea to the services committee on the 12th and they wanted me to research the lease.

Thank you,
Paula

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer
Town Clerk/Registrar of Voters
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

Edmond J. Bearor <ebearor@rudmanwinchell.com>

Wed, Sep 18, 2019 at 3:07 PM

To: Paula Scott <clerk@hampdenmaine.gov>, "Stephen W. Wagner" <swagner@rudmanwinchell.com>

Cc: "Lynn E. Brochu" <lbrochu@rudmanwinchell.com>

Hi Paula: I have reviewed the lease. At its expiration the land and buildings and other improvements such as parking areas, flagpole, etc. will become town property. You will be free to do as you wish with the property (land and buildings).

From: Paula Scott <clerk@hampdenmaine.gov>

Sent: Wednesday, September 18, 2019 11:50 AM

To: Stephen W. Wagner <swagner@rudmanwinchell.com>

Cc: Edmond J. Bearor <ebearor@rudmanwinchell.com>; Lynn E. Brochu <lbrochu@rudmanwinchell.com>

Subject: Fwd: Post Office lease

Stephen,

I think I failed to attach the actual lease when I first sent this email to Ed. Could you please review it and tell me if the post office *building* and the land (which, I think we already own) will revert back to the town (#22) at the conclusion of the lease? It expires in 2021. I am trying to think ahead at the possibility of the town being able to use that building in the future for municipal purposes, especially since it is on our own campus, and we are busting at the seams.

Thank you,

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer

Town Clerk/Registrar of Voters

Town of Hampden

106 Western Avenue

Hampden, Maine 04444

Tel: (207) 862-3034

Fax: (207) 862-5067

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Paula Scott <clerk@hampdenmaine.gov>

Wed, Sep 18, 2019 at 3:40 PM

To: "Edmond J. Bearor" <ebearor@rudmanwinchell.com>

Cc: "Stephen W. Wagner" <swagner@rudmanwinchell.com>, "Lynn E. Brochu" <lbrochu@rudmanwinchell.com>

Thank you Ed. That is great news.

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer
Town Clerk/Registrar of Voters
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

[Quoted text hidden]



Paula Scott <clerk@hampdenmaine.gov>

Hampden Post office lease

2 messages

Paula Scott <clerk@hampdenmaine.gov>
To: kjg@frrlegal.com

Wed, Aug 28, 2019 at 2:07 PM

Good afternoon,

I am following up on an inquiry and response between you and Jim Chandler regarding the post office lease, so called. From what I understand, the land lease is actually between the Town and the estate of Paul Lessard. The estate has the sub-lease with the post office. Since the land lease will expire in 2021, what becomes of the building if the town does not renew? Does the town have any standing to take ownership of this building? The Council has asked me to find out if it will revert to the town. If it does not, is it plausible to think that the town might be able to swap land or some other asset elsewhere for this building, if agreeable to the estate? We are looking at the use of space for municipal purposes.

I appreciate any guidance you can offer.

Paula A. Scott, CCM
Interim Town Manager
Interim Treasurer
Town Clerk/Registrar of Voters
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

Kate J. Grossman <kjg@frrlegal.com>
To: Paula Scott <clerk@hampdenmaine.gov>

Wed, Sep 11, 2019 at 9:51 AM

Good morning, Paula,

Please accept my apologies for the delayed response to your email. I was out of the office when your email came in, and am very sorry to say that this fell through the cracks as I was catching up post-vacation.

Since the only interest transferred was a leasehold, the Town still owns the land. If the lease with Mr. Lessard is not renewed, the Town will be free to do with that property as it wishes (assuming all of the necessary Town Meeting/charter authority is in place).

I do not have a copy of the sublease between Lessard and the Postal Service in my file, but we should learn the expiration of that lease. It may be worth reaching out to the USPS real property folks to communicate when you are ready.

In short, come April 1, 2021 the Town will be able to put the property to another use.

I hope this is helpful. Let me know if you would like me to connect with USPS.

Kind regards,

Kate



6-a
Paula Scott <clerk@hampdenmaine.gov>

First responders for snow lovers

2 messages

Stephen Wilde <wildetowncouncil@hampdenmaine.gov>

Fri, Sep 13, 2019 at 3:19 PM

To: Paula Scott <clerk@hampdenmaine.gov>, Chris Bailey <cbailey@hampdenmaine.gov>, Ivan McPike <mcpiketowncouncil@hampdenmaine.gov>

Cc: rich@snowprint.com

Hi Paula,

FOOD FOR THOUGHT

I saw this on social media today and thought this seemed like a really good idea.

I know we had a fatality a few years ago over near Fowlers Landing and we do have a pretty extensive trail system in Hampden, Winterport, Newburgh and Hermon.

Maybe if the town and Chief Bailey look into this it might have a chance at the council level.....This is something I believe we lack as a town and something that would be greatly appreciated by many citizens.....unless we have something in place I am not aware of.

Now that the parking lot for the pool and fields is pretty much resolved and moving forward it may be a good time to introduce something like this for our growing community.

Can we get this added to the proper committee in the near future as it would be prudent to have council/committee approval to explore rather than spend time on something the council may or may not support.

I cc'd Rich Armstrong as he is extensively involved in assisting us with all the trails and support for Hampden snow lovers.



Town of Hermon Fire Department

Sled 417 is ready to go this winter! The Ski Doo Scandic 900 is set up to be able to tow the rescue toboggin that we have and share in concert with HVRS and the Penobscot Snowmobile Club. Prior to this time, the need for the rescue toboggin would require us to find a snowmobile capable of towing it. This was not easy or an ideal situation when time is of the essence. Now with Sled 417 and the rescue toboggin housed within our special operations trailer, we can quickly transport and make available this life saving combination. Patients can be transported in the rescue toboggin to a location where they can be transferred to a ground ambulance. There are hundreds of miles of snowmobile trails in and around the Hermon area. The Penobscot Snowmobile Club maintains in excess of 30 miles of trails alone just in Hermon. Sadly, over the past few years we have responded to accidents on the trails that have resulted in four fatalities. Access, logistics, provision of medical care to patients all add to the challenge of this type of call. With funding provided by the Hermon Town Council to facilitate the purchase of Sled 417, we are now in a much stronger position to serve the needs of those who may require lifesaving care as a result of a snowmobile accident or any other incident where these specialized resources may be of service.



Stephen Wilde
Town Councilor - District 1
Tel: 207-852-6500

Paula Scott <clerk@hampdenmaine.gov>

Mon, Sep 16, 2019 at 1:02 PM

To: Stephen Wilde <wildetowncouncil@hampdenmaine.gov>

Cc: Chris Bailey <cbailey@hampdenmaine.gov>, Ivan McPike <mcpiketowncouncil@hampdenmaine.gov>, Rich Armstrong <rich@snowprint.com>

I think it is a good idea to put it on the Services Committee to start with. I can add it to the agenda for the October meeting.

Paula A. Scott, CCM
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